

MEMORANDUM OF UNDERSTANDING
For the Interagency Policy Oversight Group of the Four Corners Task Force on Air
Quality and Visibility

This Memorandum of Understanding (MOU) is hereby entered into by:

New Mexico Environment Department (NM)
Colorado Department of Public Health and Environment (CO)
Utah Department of Environmental Quality (UT)
The U.S. Environmental Protection Agency, Region 6 and Region 8 (EPA)
The U.S. Department of the Interior, National Park Service, Intermountain Region (NPS)
The U.S. Department of the Interior, Bureau of Land Management, Colorado and New Mexico State Offices (BLM)
The U.S. Department of Agriculture, Forest Service, Region 4, Region 3, and Region 2 (FS)

Together referred to as the "Parties."

Signatory organizations to this MOU agree to work in a coordinated and mutually beneficial manner, to support the activities of the Four Corners Task Force on Air Quality and Visibility (Task Force), and provide in-kind services and resources in pursuing the objectives of the Policy Oversight Group (POG) and the Task Force.

The geographic planning focus of the POG and the Task Force's work is generally defined by the boundaries drawn on the map attached to this MOU. However, the area of control measure evaluations and the air quality study area may be larger.

A. PURPOSE

The purpose of this MOU is to outline in general the interests, benefits, and working relationship of the POG. The POG is established by the States of New Mexico and Colorado to study and identify strategies to address air quality issues associated with present day and future anticipated air pollutant emissions in the Four Corners region. The POG will support the states in establishing the Four Corners Air Quality Task Force, which will allow for a broad and inclusive collaborative process for providing information to the POG.

B. STATEMENT OF MUTUAL INTERESTS AND BENEFITS.

Interests and benefits common to all participants include, but are not limited to:

1. The need to identify regional and/or long-term air quality management issues such as compliance with the National Ambient Air Quality Standards, Prevention of Significant Deterioration Increments, degradation of visibility, and deposition of atmospheric contaminants including, but not limited to, mercury, nitrates and sulfates to the area.

2. The need to identify, develop and implement strategies to address these issues.
3. The need to conduct research and other activities to provide the POG with information to support the development of sound air pollution recommendations and air quality protection strategies.
4. The need to pool resources when appropriate between POG members to effectively and efficiently utilize resources and to minimize duplication of efforts.
5. The need to facilitate communication between the POG members, the public and special interest groups.

C. STRUCTURE

The POG will be made up of signatories to this MOU. Signatories may designate representatives to serve on the POG. The POG intends to meet four times a year and may meet more often. Each member is responsible for their own expenses incurred to attend meetings. It is the intent of the parties that the POG decisions will be made by consensus. When consensus cannot be achieved after good faith discussions, majority and minority opinions will be reflected in the final recommendations.

D. THE SIGNATORY ORGANIZATIONS AGREE AS FOLLOWS

1. A Task Force is being formed by the states of New Mexico and Colorado. The Task Force will conduct its processes and activities consistent with the general concept of open participatory government.
2. All parties recognize the benefits of coordination and cooperation on many of the projects relating to air quality that are underway in the region.
3. All parties recognize that the initial focus of this agreement will be to promote understanding and implementation of programs and policies that address the air quality effects of proposed increases in oil and gas development in the region. Other sources of air pollution in the region will be assessed as well.
4. All parties agree to coordinate with and acquire knowledge from other air quality planning organizations working on issues relevant to the purpose of the POG. These groups include, but are not limited to, the Southern Ute Environmental Quality Control, the Western Regional Air Partnership (the WRAP) and the Western States Air Resources Council (WESTAR).
5. All parties agree that the POG will utilize the existing resources of each organization and that additional funding and resources may be necessary to address the identified issues.
6. All parties intend to have representation on the Policy Oversight Group (POG).
7. All parties intend to provide representation for POG and Task Force workgroups where appropriate.
8. All parties will assist in the development and implementation of a work plan.
9. All parties will provide assistance for meetings, information sharing and coordination.
10. All parties will reach out to potential stakeholders and encourage participation in the Task Force.

E. TRIBAL CONSULTATION AND PARTICIPATION

Within a reasonable time following the signing of this initial agreement the parties will identify and notify those Indian tribes that may have an interest in, or would be affected by, the activities of the POG. The parties to this agreement agree to consult with and encourage participation by these interested American Indian tribes on a government-to-government basis regarding the activities outlined in this MOU. The parties will designate a lead agency or an interagency working group to facilitate tribal consultation and participation. At the time of signing, no Indian tribes agreed to become signatories to this MOU. In the interest of creating an inclusive and collaborative POG, the lead agency or the working group will, within one year following the signing of this initial agreement, renew consultations with Indian tribes and include those that express an interest in becoming signatories to this MOU. Formal tribal participation recognizes tribal sovereignty and will facilitate a collaborative and inclusive POG. The current signatories recognize and support treating tribes as sovereign nations, and envision the POG as being an inclusive body that is interested in collaborating with Indian tribes.

F. LIMITATIONS

1. The POG has no regulatory authority and recognizes that its participants will conduct activities under this MOU within the scope of and to the extent authorized by their existing statutory authorities.
2. Nothing in this MOU impairs or otherwise affects the authority of the heads of the signatory organizations over the organizations.
3. This MOU is intended to outline an agreement among the signatories and does not create or confer any right or benefit on any key person or party, private or public. Nothing in this MOU is intended to restrict the authority of any signatory to act as provided by law or regulation, or to restrict any agency from enforcing any laws within its authority and jurisdiction.
4. This MOU in no way restricts signatory organizations from participating in similar activities with other public or private agencies, organizations, and individuals.
5. Nothing in this MOU shall obligate any signatory organization to obligate or transfer any funds, nor does it supplement existing statutory authorities of the signatory agencies.

G. EXECUTION, MODIFICATION AND TERMINATION

It is mutually agreed and understood by all signatories that:

1. Any signatory organization may withdraw from this MOU at any time. A party is encouraged to provide a 60-day advance written notice to the other signatories.
2. Termination by one signatory will not affect the continuation of this agreement by the remaining parties.
3. Changes to the scope of this MOU shall be made by the issuance of a multilaterally executed modification.

4. This MOU may be executed in counterparts. A copy with all of the original signature pages affixed will constitute the original MOU. The effective date shall be the date of the final signatory agency's signature, and the MOU shall remain in effect for a two (2) year period of time from the date of execution.
5. This MOU is subject to the availability of funding and is intended to be guidance for the respective Parties. This MOU may not serve as the basis for any challenges or appeals.

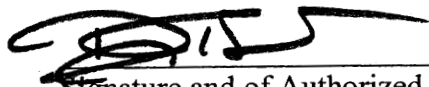
THE PARTIES HERETO have executed this agreement.

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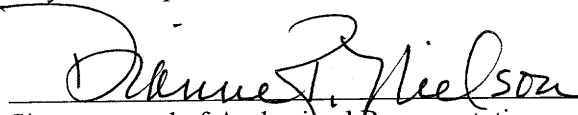
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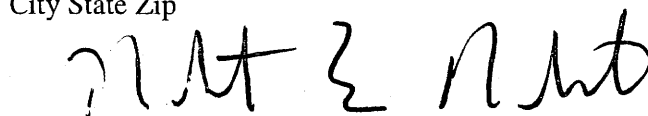
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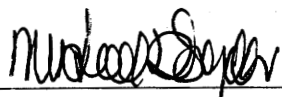
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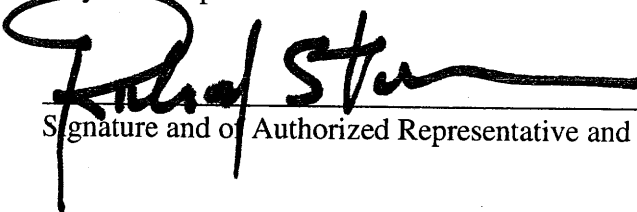
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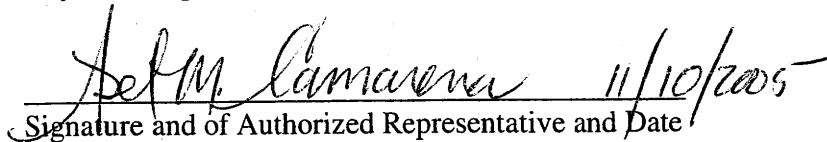

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Mary Wagner 12.6.2005
Signature and of Authorized Representative and Date

THE AUTHORITY AND FORMAT OF THIS INSTRUMENT HAS BEEN REVIEWED AND APPROVED FOR SIGNATURE	
<u>Doris Weckus</u>	<u>12/6/05</u>
AGREEMENTS COORDINATOR	DATE

